

A G Contract No. KR00-0422TRN
ADOT ECS File: JPA 00-21
Project No. HRF PKR-0-725
TRACS No. HF025 01C
Section: Arizona Avenue
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PARKER, ARIZONA

THIS AGREEMENT is entered into 12 September, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the TOWN of PARKER acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 11-952 and 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State has approved the exchange of \$273,770.00 in Highway User Revenue Funds (HURF) to the Town for construction of improvements to Arizona Avenue in the Town, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$350,605.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO 24224
Filed with the Secretary of State
Date Filed: 09/12/00

Petrey Bayless
Secretary of State

B. Dicky V. Graenewald

II. SCOPE OF WORK

1 The Town will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by WACOG representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the Town HURF funds in the amount of \$273,770.00 in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds in the amount of \$350,605.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Parker
Town Manager
1314 11th Street
Parker, AZ 85344

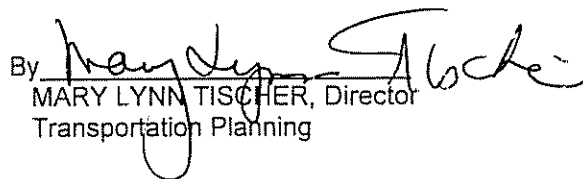
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

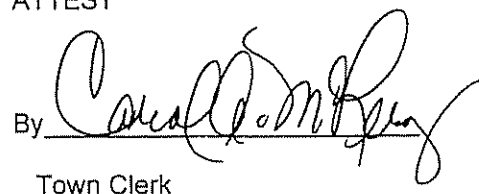
TOWN OF PARKER, ARIZONA

By 
JERRY HOOPER, Mayor

STATE OF ARIZONA
Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning

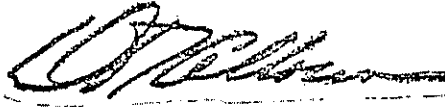
ATTEST

By 
Town Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Parker for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Arizona Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

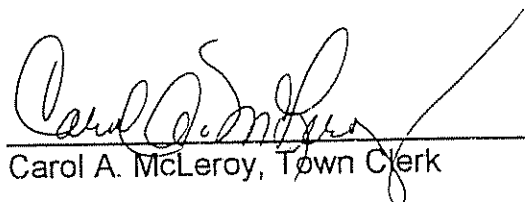
DAVID R. ALLOCCO, P.E.
Assistant State Engineer.
Engineering Technical Group
for Mary E. Peters, Director

STATE OF ARIZONA)
)
COUNTY OF LA PAZ)

I, Carol A. McLeroy, Town Clerk of the Town of Parker, County of La Paz, State of Arizona, do hereby certify that I am required by law to maintain custody of the official records of the Town of Parker Common Council and that the attached is a true and correct copy of:

Resolution No. 5-2000, adopted, however not fully executed, by the Town of Parker Common Council at their Regular Meeting held on April 18, 2000.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 19th day of April, 2000.



Carol A. McLeroy, Town Clerk

APPROVAL OF THE PARKER TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PARKER and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 7th day of August, 2000.

Scott W. Ry
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0422TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/644200

Enc.



TOWN OF PARKER

April 19, 2000

JPA 00-21

RECEIVED

APR 24 2000

LOCAL GOVERNMENT
SECTION

Mr. Mark Danelowitz
ADOT Intermodal Transportation Division
Local Government Section
205 S. 17th Ave., 630E
Phoenix, AZ 85007-3212

RE: Arizona Avenue

Dear Mr. Danelowitz:

Please find attached a clerk certification of the Resolution No. 5-2000 approving the form and authorizing the execution of an intergovernmental agreement with the state of Arizona for the exchange of Highway User Revenue funds. It was passed last night upon the condition of a few minor wording changes. It is my understanding that the Town Attorney, Scott Ruby, has contacted B.S. Murphy and discussed those changes. Please feel free to give me a call at (520) 669-0065 if you should have any questions or concerns.

Sincerely,

Joy Gannon, E.I.T.
Public Works

Cc: Mr. Dave Barber, W.A.C.O.G., Kingman Office
Mr. Michael Lee, Town Manager



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



EDWARD D. WRIGHT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

3 April 2000
7 April 00
12 April 00
22 June 00

Ms. Joy Gannon, EIT
Town of Parker Engineering
Box 609
Parker, AZ 85344

Re: Arizona Avenue HURF Exchange
Agreement: JPA 00-21

Dear Joy:

Find enclosed three each originals of the above subject agreement which defines the responsibilities of the Town and the State incident to the above subject project.

Please obtain and **provide the Council resolution or minutes** approving the agreement, and obtain the signatures of the appropriate officials. Upon execution please return all originals to the undersigned, **to the attention of Mail Drop 616E**, for state signatures, attorney general approval and filing with the Secretary of State. Important; please **do not date the first page**

Questions may be directed to the undersigned at (602) 712-8369.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Encl.

**HURF EXCHANGE PROGRAM
INTERGOVERNMENTAL AGREEMENT PROJECT REQUEST FORM**

DATE: Feb 10, 2000

60-21

TO: ENGINEERING CONSULTANTS SECTION
JACK HAMMITT, MANAGER
AGREEMENTS BRANCH, 616E

FROM: MARK DANELOWITZ
PROJECT MANAGER
LOCAL GOVERNMENT SECTION, 630E

Project No. HURF-PKR-0-725

TRACS No. HP025 OIC

Project Location ARIZONA AVENUE

Project Termini _____

Project Sponsor TOWN OF PARKER - WACOG

SPONSOR CONTACT JOY GANNON

TITLE ENGINEER IN TRAINING

ADDRESS 1314 11th STREET, P.O. Box 609

Parker, AZ. 85344

TELEPHONE (520) 664-9265 FAX (520) 664-5247

SCOPE OF WORK _____

Estimated Project Cost \$ 342,227.⁰⁰

COG Federal Funds Programmed \$ 304,189.⁰⁰

Federal Funds Exchanged to ADOT \$ 273,770.⁰⁰

HURF Funds @ 90% of Programmed Funds \$ 346,777.⁰⁰

COMMENTS _____

99-63